

WARRANTY DEED
Joint Tenancy**Know all Men by these Presents,** 57-55

59-4-97 ✓

That Zella Cooper

009392

in consideration of ONE (\$1.00) DOLLAR and other valuable consideration

paid by CAMILLE CHAMBERLAND and URSULA CHAMBERLAND

whose mailing address is 65 Roosevelt Avenue, Waterville, ME 04901

TRANSFER
TAX
PAIDthe receipt whereof I do hereby acknowledge, do hereby **give, grant, bargain, sell and convey** unto the said Camille Chamberland and Ursula Chamberland

as joint tenants and not as tenants in common, their heirs and assigns forever,

SEE EXHIBIT A ATTACHED HERETO

9861436

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Camille Chamberland and Ursula M. Chamberland as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever.

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And I do ~~renant~~ with the said Grantees, their heirs and assigns, that lawfully seized in fee of the premises, that they are free of all encumbrances except as aforesaid; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that me and my heirs shall and will **warrant and defend** the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Zella Cooper

~~and~~

~~husband/wife~~

joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights to the above described premises, have hereunto set MY hand and seal this 30th day of the month of April, A.D. 19 87.

Signed, Sealed and Delivered
in presence of

Donald Plouffe

Zella Cooper
Zella Cooper

State of Maine, County of Kennebec ss. April 30, 19 87.

Then personally appeared the above named Zella Cooper

and acknowledged the foregoing instrument to be my free act and deed.

Before me,

Robert M. Marden

Notary Public
Attorney at Law

Printed Name, Robert M. Marden
Attorney at Law/Notary Public
My Commission Expires Nov. 5, 1993

WARRANTY DEED
ZELLA COOPER TO CAMILLE CHAMBERLAND AND URSULA CHAMBERLAND

A CERTAIN LOT or parcel of land, with the buildings thereon, situated on Johnson Heights in said Waterville and bounded and described as follows, to wit: Lot No. 18 on a plan of Johnson Heights made by Harry Green, dated February 25, 1938, and recorded in Kennebec Registry of Deeds in Plan 12, Page 26a.

The above described premises are subject to the following restrictions, which are to run with the land, to wit: No building other than a private dwelling house for not over one-family occupancy, together with private garage for use by occupants of house shall be erected upon said premises. No part of any building shall be placed nearer than thirty (30) feet from the line of any street; provided, however, that porticoes projecting not over three (3) feet, steps, and bay windows are to be allowed on said reserved space. No part of any building shall be placed nearer than six (6) feet from any sideline. No double-decked porches may be built on any house. Said dwelling house and garage shall cost not less than fifteen thousand (\$15,000.00) dollars. The garage, unless built as a part of the house shall be set back at least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises; excepting, however, household pets. No building shall be erected on any lot having less than seventy (70) feet frontage on the street.

Also conveying to the said grantees, their heirs and assigns, another certain lot or parcel of land situated on Johnson Heights in said Waterville and bounded and described as follows, to wit: Starting at the northeast corner of a lot of land owned by the said grantors, being Lot No. 18 on a plan of Johnson Heights made by Harry E. Green, C.E., and recorded in the Kennebec Registry of Deeds, Plan Book 12, Page 26a; thence to the east along the southerly line of Johnson Heights, it being the northerly line of Lot. No. 16 as shown on said plan, a distance of fifteen (15) feet to a point; thence at right angles to the south, and keeping parallel with the easterly line of said Lot No. 18 as shown on said plan, a distance of one hundred (100) feet to the southerly line of said Lot No. 16; thence to the west along the southerly line of said Lot No. 16 a distance of fifteen (15) feet to the southeast corner of said Lot No. 18; thence to the north along the east line of said Lot No. 18 a distance of one hundred (100) feet to the point of beginning.

No buildings shall be erected on the second above-described parcel of land unless additional land contiguous thereto is owned by the said owner; so that when said land is combined with said additional land, it results in the same owner having a continuous frontage on the street of at least seventy (70) feet; in which event, no building other than a private dwelling house for not over one-family occupancy together with private garage for use of the occupants of the house, shall be erected upon said parcel of land having an area of 7,000 square feet with a frontage of seventy (70) feet on the street and one hundred (100) feet deep. No part of any building shall be placed nearer than thirty (30) feet from the line of any street provided, however, that porticoes projecting not over three (3) feet, steps, and bay windows, are to be allowed on said reserved space. No part of any building shall be placed nearer than six (6) feet from any sideline. No double-decked porches may be built on any house. Said dwelling house and garage shall cost not less than fifteen thousand (\$15,000) dollars. The garage, unless built as a part of the house, shall be set back at least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises, excepting, however, household pets. No building shall be erected on any lot having less than seventy (70) feet frontage on the street.

Also conveying to the said grantees, their heirs and assigns, an easement of light and air in and over the following described parcel of land, and the grantors warrant that no buildings will be built on said following described parcel of land, to wit: Starting at a point in the southerly line of Johnson Heights (it being also the northerly line of Lot No. 20 as shown on the above referred to plan) which point is fifteen (15) feet westerly of the west side of a porch of a house erected on the above referred to Lot No. 18; thence to the south, and keeping parallel with the westerly line of said Lot No. 18 a distance of sixty (60) feet to a point; thence to the north along the westerly line of said Lot No. 18 a distance of sixty (60) feet to the northerly line of said Lot No. 20; thence to the west along the northerly line of said Lot No. 20 to the point of beginning.

Being the same premises conveyed to Lloyd E. Cooper and Zella J. Cooper by Warranty Deed in joint tenancy from Robert A. Marden and Shirley I. Marden dated March 10, 1959 and recorded in the Kennebec County Registry of Deeds in Book 1145, Page 200.

ALSO ANOTHER CERTAIN LOT or parcel of land situated in Waterville in the County of Kennebec and State of Maine and more particularly bounded and described as follows:

Commencing at a point in the southerly right of way line of Johnson Heights, in the northeasterly corner of premises presently owned by the within Grantees; thence in a general easterly direction along the southerly right of way line of Johnson Heights a distance of thirty-five (35) feet, more or less, to a point; thence at a right angle and in a general southerly direction a distance of one hundred (100) feet, more or less, to a point on the northerly line of premises presently owned by William Cottle; thence in a general westerly direction along the northerly line of premises owned by William Cottle a distance of thirty-five (35) feet, more or less, to the southeasterly corner of premises owned by the within Grantees; thence in a general northerly direction along the easterly line of premises owned by the within Grantees a distance of one hundred (100) feet, more or less, to the point of beginning.

This conveyance is subject to the following restrictions, which are to run with the land, to wit:

No building other than a private dwelling house for not over one family occupancy together with private garage for use by occupants of house shall be erected upon said premises. No part of any building shall be placed nearer than thirty-five (35) feet from the line of any street, provided, however, that porticoes projecting not over three (3) feet, steps, and bay windows are to be allowed on said reserved space. No part of any building shall be placed nearer than ten (10) feet from any sideline. No double decked porches may be built on any house. Said dwelling house and garage shall cost not less than Twenty Thousand Dollars (\$20,000.00). The garage, unless built as a part of the house, shall be set back at least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises excepting, however, household pets. No dwelling house shall be erected on any lot having less than seventy (70) feet frontage on the street. The finish grade of the lot facing the street shall be not over three (3) feet above of top surface of the center line of the street when completed, and the top of the foundation wall of the house erected on said lot shall be not over four (4) feet above the top surface of said center line of the street.

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Being all and the same premises acquired by Lloyd E. Cooper and Zella J. Cooper by Warranty Deed in joint tenancy from Lewis J. Rosenthal dated September, 1971 and recorded in Kennebec County Registry of Deeds in Book 1563, Page 108.
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